



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417-~~HHHHHHHH~~ Filed 142 **0-365A082**

No. DEC 30 1980

Date.....
Fee \$ 20.00

ICC Washington, D. C.

DEC 30 1980-3 40 PM

INTERSTATE COMMERCE COMMISSION December 22, 1980

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 2 ("Rider") dated
as of May 9, 1980 to Car Leasing Agreement 8056
("Lease") between North American Car Corporation ("NAC")
and Southwest By Products, Inc. ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an
executed counterpart and four certified true copies of the
Rider, which has been assigned to General Electric Credit and
Leasing Corporation ("Assignee"), pursuant to a Bailment
Agreement and Assignment of Leases ("Bailment Agreement")
dated as of December 18, 1978 and amended on November 15, 1979
and recorded with the Interstate Commerce Commission on January
23, 1980, under Recordation No. 11417. Please record this Rider
under that Recordation number.

The equipment is covered in the Rider and the names and addresses
of the parties are as follows. The address of the Lessor, North
American Car Corporation, is 222 South Riverside Plaza, Chicago,
Illinois 60606 and the address of the above named Lessee is
Box 2876, 3401 North Grant, Springfield, Missouri. Please cross
index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment
described in the Rider to the terms of the Lease, thereby
leasing the same to the Lessee. The Bailment Agreement provides
that NAC shall hold, lease, maintain and perform certain
administrative and other services with respect to the equipment
covered by the Lease and that NAC assigns to Assignee all its
interest in, but not its obligations under, the Lease (including
amounts received or credited for mileage compensation relative
to that leased equipment). The equipment covered by the Lease
has been or is to be sold to Assignee.

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TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

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Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

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File 1425

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CERTIFICATE INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 2 to Car Leasing Agreement 8056 between North American Car Corporation and Southwest By-Products, Inc. dated May 9, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Ross M. Helberdt

(SEAL)

My Commission Expires 5-6-82.

KEEP

JCC FILE COPY

11417- HHHHHH
HHH

RIDER 1 1 2
Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 8056

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Two (2)	20,730 gallon capacity tank cars, exterior coiled, insulated, for shipment of Inedible Vegetable Oil (Car numbers to be identified by separate letter from North American to Lessee after such numbers become available. Lessee's countersignature to such letter is not required)	\$526.00

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 288.2 as was reported for November, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

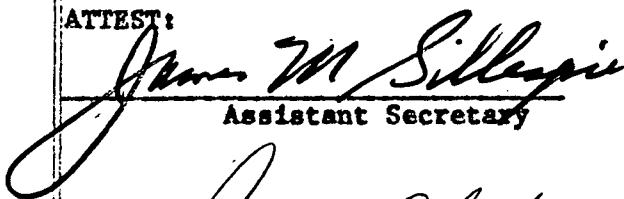
For each mile in excess of $\frac{30,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 9th day of May, 1980.

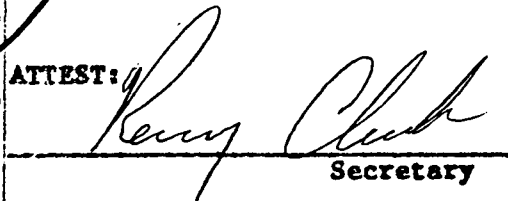
ATTEST:


Assistant Secretary

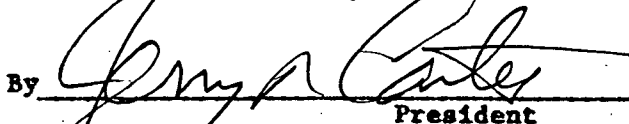
NORTH AMERICAN CAR CORPORATION

By 
Vice President

ATTEST:


Secretary

SOUTHWEST BY-PRODUCTS, INC.

By 
President

This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."



**TIGER
LEASING
GROUP**

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

September 18, 1980

Southwest By-Products, Inc.
P.O. Box 2876
Springfield, Missouri 65803

Re: Rider No. 2 of
Car Leasing Agreement 8056

Gentlemen:

The following car numbers are to be subjected to Rider

No. 2 of Car Leasing Agreement 8056:

NATX 72787, 72788.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

By *R. L. Spedwood*
Vice President

CAR LEASING AGREEMENT 8056
RIDER NO. 2

State of Illinois)
) SS:
County of Cook)

On this 14th day of July, 1980, before me personally appeared R. B. Underwood, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Larry Catalano
Notary Public
My Commission expires 8-14-83

State of Missouri)
) SS:
County of Greene)

On this 16th day of July, 1980, before me personally appeared Jerry R. Carter, to me personally known, who, being by me duly sworn, says that he is a President of Southwest By-Products, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Rewena Beyona Hughes
Notary Public
My Commission expires Sept 19, 1981